

## BY AUTHORITY.

Office of the Board of Health,  
Honolulu, Hawaii, December 24, 1902.  
On and after this date the manufacture of poi shall not be carried on in the District of Honolulu, Island of Oahu, except in such places as a pure supply of water is obtainable and used for that purpose; and no supply of water shall be used for the manufacture of poi unless a certificate has been obtained from the Government Food Commissioner stating that the same is sufficiently pure for such use.

The above resolution was unanimously adopted at a meeting of the Board of Health, held December 24th, 1902.

H. C. SLOGGETT,

President, Board of Health.

Attest:  
C. CHARLOCK,  
Secretary, Board of Health.  
6381

### WATER RATE NOTICE.

In accordance with Section 1 of Chapter XXVI of the Laws of 1880:

All persons holding water privileges or those paying water rates are hereby notified that the water rates for the term ending June 30, 1903, will be due and payable at the office of the Honolulu Water Works on the 1st day of January, 1903.

All such rates remaining unpaid for fifteen days after they are due will be subject to an additional 10 per cent.

All privileges upon which rates remain unpaid February 15, 1903 (thirty days after becoming delinquent), are liable to suspension without further notice.

Rates are payable at the office of the Water Works, in the basement of the Capitol building.

ANDREW BROWN,  
Supt. Honolulu Water Works.  
Honolulu, December 20, 1902. 6356

### SHERIFF'S SALE NOTICE.

Under and by virtue of a certain execution issued out of the Circuit Court of the First Circuit of the Territory of Hawaii, on the 10th day of December, 1902, in the matter of the Territory of Hawaii vs. William H. Wright, as Treasurer of said Territory, and William H. Wright, I have, on this 17th day of December, A. D. 1902, levied upon, and shall offer for sale and sell at public auction, to the highest bidder, at the Police Station, Kalakaua Hale, in Honolulu, Island of Oahu, Territory of Hawaii, at 12 o'clock noon of Monday, the 19th day of January, A. D. 1903, all the right, title and interest of said William H. Wright in and to the following described property, unless the judgment and cost of execution, amounting to Eighteen Thousand Seven Hundred and Forty-four and 45-100 Dollars, interest, costs and my expenses are previously paid:

(1) Portion of Grant 1290, corner of Sheridan street and Lincoln avenue, Honolulu, being Lots 22, 23 and 24 as by map of record in liber 212, page 318, in Registry Office in said Honolulu, and containing 15,000 square feet, and conveyed to W. H. Wright by Anna S. Wright and husband, March 30th, 1901, as of record in said office in liber 223, page 201.

(2) Portion of Grant 3950 at Puunui, Nuuanu, Honolulu, being Lot 15 of Block 4, conveyed to W. H. Wright by deed of Agnes H. B. Judd, dated August 3rd, 1901, and of record in said office in liber 222, page 465, and containing 20,000 square feet.

CHAS. F. CHILLINGWORTH,  
Deputy Sheriff, Territory of Hawaii.  
Honolulu, Oahu.  
6354—Dec. 18, 31; Jan. 10, 19.

### IN THE CIRCUIT COURT OF THE FIRST CIRCUIT, TERRITORY OF HAWAII.—AT CHAMBERS.—IN PROBATE.

In the matter of the Guardianship of Kapunika (k), a minor.—Order to Show Cause on Guardian's Application to Sell Real Estate.

On reading and filing the Petition of S. W. Kaleikini, of Honolulu, Island of Oahu, the guardian of said minor, praying for an order of sale of certain real estate belonging to his said ward situated and being six shares in the Hul Land of Hualaloa, in Kona, Island of Hawaii, and setting forth certain legal reasons why such real estate should be sold.

It is hereby ordered, that the heirs and next of kin of said ward, and all persons interested in the said estate, appear before this Court on Monday, the nineteenth day of January, A. D. 1903, at 10 o'clock a. m., at the Court Room of this Court, in the Judiciary Building in said Honolulu, then and there to show cause why an order should not be granted for the sale of such estate.

By the Court:

GEORGE LUCAS,  
Clerk.  
6360—Dec. 25, Jan. 2, 9, 16.

### IN THE CIRCUIT COURT OF THE FIRST CIRCUIT, TERRITORY OF HAWAII.—AT CHAMBERS.—IN PROBATE.

In the matter of the Estate of Morris Louissou, deceased.—Order of Notice of Hearing Petition for Allowance of Final Accounts, Distribution and Discharge.

On reading and filing the Petition and Accounts of Theresa Louissou, S. M. Damon, A. Gartenberg and A. L. Louissou, Executrix and Executors of the Estate of Morris Louissou, late of Honolulu, deceased, wherein they ask to be allowed \$3,435.25 and they charge themselves with \$25,711.88, and ask that the same may be examined and approved, and that a final order may be made of distribution of the property remaining in their hands to the persons there-

to entitled, and discharging them from all further responsibility as such Executrix and Executors respectively;

It is ordered, that Monday, the 9th day of February, A. D. 1903, at ten o'clock a. m., before the Judge of said Court at the Court Room of the said Court at Honolulu, Island of Oahu, be and the same hereby is appointed as the time and place for hearing said Petition and Accounts, and that all persons interested may then and there appear and show cause, if any they have, why the same should not be granted, and may present evidence as to who are entitled to the said property. And that notice of this Order in the English language, be published in the Pacific Commercial Advertiser newspaper printed and published in Honolulu, for three successive weeks, the last publication to be not less than two weeks previous to the time therein appointed for said hearing.

Dated at Honolulu, this 2nd day of January, 1903.

Holmes & Stanley, attorneys for petitioners.  
J. T. DE BOLT,  
First Judge Circuit Court First Circuit.  
6367—Jan. 3, 10, 17, 24.

### IN THE CIRCUIT COURT OF THE FIRST CIRCUIT, TERRITORY OF HAWAII.—AT CHAMBERS.—IN PROBATE.

In the Matter of the Estate of Chas. Roesch, deceased.—Order of Notice of Hearing Petition for Allowance of Final Accounts, Distribution and Discharge.

On reading and filing the Petition and Accounts of W. K. Azbill, Esq., administrator, wherein he asks to be allowed \$398.55 and he charges himself with \$1388.25, and asks that the same may be examined and approved, and that a final order may be made of distribution of the property remaining in his hands to the persons thereto entitled, and discharging him and his sureties from all further responsibility as such administrator;

It is ordered, that Monday, the 26th day of January, A. D. 1903, at ten o'clock a. m., before the Judge of said Court at the Court Room of the said Court at Honolulu, Island of Oahu, be and the same hereby is appointed as the time and place for hearing said Petition and Accounts, and that all persons interested may then and there appear and show cause, if any they have, why the same should not be granted, and may present evidence as to who are entitled to the said property. And that notice of this Order in the English language, be published in the Pacific Commercial Advertiser newspaper printed and published in Honolulu, for three successive weeks, the last publication to be not less than two weeks previous to the time therein appointed for said hearing.

Dated at Honolulu, this 19th day of December, 1902.  
J. T. DE BOLT,  
First Judge First Circuit.  
Thayer & Hemenway attorneys for administrator.  
6366—Dec. 20, 27, Jan. 3, 10.

### ANNUAL MEETING.

#### FIRST NATIONAL BANK OF HAWAII.

IN ACCORDANCE WITH THE BY-LAWS of the First National Bank of Hawaii, at Honolulu, notice is hereby given that the annual meeting of the stockholders thereof will be held in Honolulu, Island of Oahu, Territory of Hawaii, at its place of business, on Tuesday, January 13th, 1903, at 3 p. m. of that day, the purpose of such meeting being election of Directors for the ensuing year, and for the transaction of all such other business as may be necessary or brought before the Stockholders for action.

Dated Honolulu, December 9th, 1902.  
W. G. COOPER,  
Cashier.  
6347

### WILDER'S STEAMSHIP CO.

THE BOARD OF DIRECTORS of this corporation having declared a dividend of 2 per cent on its capital stock, Dividend No. 3 is payable December 31st, 1902, to stockholders of record at the close of the stock transfer books December 24th, at 3 p. m., 1902.

The transfer books will be re-opened January 2nd, 1903.  
S. B. ROSE,  
Treasurer.  
Honolulu, December 24th, 1902.  
6360

### ELECTION OF OFFICERS.

AT A REGULAR ANNUAL MEETING of the See Yap Benevolent Society held on the December 27, the following officers were elected to serve for the ensuing year:

President ..... Lam Toi  
Vice-President ..... Ng Chan  
Treasurer ..... Chu Gem  
Secretary ..... Lau Yin  
Auditor ..... Tong Hee  
Chinese Secretary ..... Don Houe  
LAU YIN,  
Secretary.  
Honolulu, December 27. 6365

### MEETING NOTICE.

The regular annual meeting of the stockholders of the Club Stables, Ltd., will be held at the office of the Club Stables, Ltd., Fort street, Honolulu, Saturday morning, January 3rd, 1903, at 10 a. m. Purpose: election of officers for the ensuing year and the transaction of whatever business may be brought before the meeting.

6363 W. E. BELLINA, Sec'y.

### NOTICE.

HAVING PURCHASED THE JOHNSON House, on Punchbowl Street, I intend to thoroughly renovate it and furnish up all the rooms in a comfortable and attractive manner.

Some fine rooms are offered for rent, WITH OR WITHOUT BOARD. Rooms have electric light and are mosquito proof. Terms reasonable.  
6364 MRS. M. COWES.

### MEETING NOTICE.

THE ANNUAL MEETING OF stockholders of the Kona-Kau Telephone & Telegraph Co., Ltd., will be held at the office of the Company, Honolulu, Hawaii, Tuesday, January 13th, 1903.

6362 L. S. AUNGST,  
Secretary.

## SUMNER MAY SOON BE FREE

### De Bolt Says the Money Belongs to Him.

### OLD MAN WOULD APPOINT AGENT

#### Has a Man in Mind But Denies the Insinuation That His Name Is Magoon.

Liberty may again soon dawn for John K. Sumner. The suit against him is rapidly drawing to a close, and there was a time yesterday when it appeared as if Judge De Bolt would end it all, and order the \$48,025 paid over to him. Sumner revoked the trust deed the first thing yesterday morning, and this was followed by a motion to strike from the records all defendants but himself. While Judge De Bolt overruled the motion, he intimated strongly that the deed was no longer in existence, and said plainly that the old man was entitled to his money.

Sumner is anxious to get his money and leave for Tahiti by the earliest boat. He told Judge De Bolt on the stand that he needed some one to manage his property but, he wanted to name the man himself.

There were several sensations during the progress of the trial. The attorneys spent considerable time in abusing each other, Davis accusing the Ellises of coming into court with "unclean hands" and therefore not being entitled to appear in the case. Davis also said that he had a contract with Sumner for his fee in the present case, but stated that he would consent to have the court fix it. Judge De Bolt intimated that the attorneys had feasted all he would permit of the old man's estate, but no order was made.

There was also thrown out an intimation by Humphreys that the deed of Dillingham to the reef property was questionable, because the Bishop had no right to sell the property under the deed. This suggestion was vigorously combated by Davis, who said that the deed had been signed by all parties at interest.

Another sensation was the rumor that Sumner was to appoint Magoon as his new trustee, but the old man vigorously denied this.

Immediately upon the opening of court, Davis, following out the suggestion in yesterday's Advertiser, wrote a revocation of the trust deed, and handed it to Sumner for his signature. Judge De Bolt allowed the signing of the revocation, without in any way passing on its validity and Sumner left the stand for a moment to do this. Then it was stated that the revocation would have to be attested by a notary public, and E. S. Cunha was asked to do this. When he had sworn Sumner, Judge De Bolt mentioned that the fee for such service was one dollar. Sumner had already pulled out a handful of gold, and gave Cunha a half eagle with a glance around the room as an indication to others how cheaply the service had been performed. One of the attorneys suggested to the court that the usual fee in the case of Sumner was \$1,000 for a service of that kind, but Judge De Bolt replied that the legal fee was amply sufficient. Cunha returned the change after the signature had been attested.

Mr. Davis then moved to strike out the answers of John S. Ellis, W. S. Ellis, Victoria Buffandeau, and Maria S. Davis on the ground that they were not properly parties to the suit. He argued that they were not interested in the deed, and that the will upon which their claims were based had not been shown. Magoon who stated that he appeared for both Mrs. Davis and Sumner said he would consent to the striking out of the name of Mrs. Davis, as she had never made any claim upon the old man's estate. He suggested however that it was not proper practice to strike out the names of party defendants, after the trial of the case had been started. "That is the only point troubling the court," replied Judge De Bolt.

Humphreys objected to the striking out of the names of the Ellises and the court sustained the objection, saying that he would not do this until there appeared evidence to prove that they had no claim or interest in the case.

There was a brief cross-examination of Sumner, by Magoon after which Humphreys took the old man in hand. Sumner admitted to him that he had received \$110,000 from the sale of the reef lands, and that he had given \$10,-

000 of the amount to Maria Davis and \$5,000 to her attorneys.

"And you paid \$30,000 to the Ellises and their attorneys \$5,000," added the witness.

"Yes, I paid all of them," replied the witness.

In reply to a question of the court, the witness stated that he had taken the \$500 paid to Mr. Hightson as a retainer, from his own private funds. The attorneys concluded their examination of Sumner though Humphreys stated that he intended to call the old man to the stand later. Judge De Bolt however began an examination of the defendant on his own account, which laid bare many interesting facts.

"Did the will cancelled by you make some provision for the Catholic church?" asked the court.

"Yes, it gave the church one-fourth of my property."

"When you made this will by which the Bishop was to receive certain property, was there any consideration binding you to any promise, or was it merely your own desire?"

"The Bishop was satisfied with \$10,000 and each of the Ellis children and Maria were to get \$10,000. The provision in the will was made without any consideration from the Bishop."

"Now as to any other persons, were you obliged to make the will, or was there any consideration?"

"It was all of my own free will and the Bishop when I told him he was to get \$10,000 consented, as he said it was for the church."

Humphreys here admitted for the Ellises that the deed and will was made without any consideration. He qualified this by stating that the answer of the Ellises set up the vacating of the decree of Judge Perry, declaring Sumner non compos mentis, as a consideration.

"You have filed here a revocation of the alleged trust deed," said the court, "if the court should hold as a matter of law that the trust is thereby ended, do you want the sole and absolute control of all your property, free from all persons?"

"That's my wish, to return the money to me."

"I call your attention to the fact that you have \$48,000 and other valuable property. Do you believe you are capable of managing this yourself, without a trustee?"

"My good judgment would lead me to get a good person to manage the property for me, I don't want everybody coming in."

"How would you like to have the court appoint some suitable person, say a man like W. O. Smith?"

"I am afraid I would be placed in the same position again, I want to say for myself."

"Then you don't want the assistance of the court?"

"I want it so I can get my money, without it being subject to any other person."

"Then you want the \$48,000 absolutely free from any trust?"

"No, I want the court or judge to keep it until I get some proper person to manage it for me."

"That's a good scheme," interrupted Davis.

"The court might go further and ask why he deposited the \$48,000 subject to some one else's O. K.," suggested Humphreys.

"It is the intention and desire of the court that he gets absolute justice," continued Judge De Bolt. "The court calls attention to the fact that Mr. Sumner sold his property for \$110,000 and has only \$48,025 left, which shows how the money slipped away, whether wrongfully or not I will not say. Mr. Sumner does not seem to be able to explain satisfactorily where it went. Do you feel capable of taking possession of \$48,000 and not allow other persons to wrongfully get it away?"

"I know that, but I want this money should go into the hands of some person I have in mind."

"Would you like the court to appoint this person?"

Magoon objected to the witness stating whom he had in mind, whereat a significant smile passed between the other attorneys, who were of the opinion that the trustee was to be J. Alfred Magoon. As a matter to fact however, Sumner said afterwards that he would not have Magoon for his trustee, or to manage his property.

"I would like a few days to consider the matter," replied Sumner in response to the question of the court.

Mr. Humphreys then called attention to the fact that Sumner said he had given George Davis a white piece of paper with which he got \$48,025, and Davis turned up in court with a check for the whole amount, which Sumner repudiated, and when shown his signature would neither affirm or deny it. Judge De Bolt then directed the attention of the witness to the check transaction and Sumner replied:

"I am not able to transact my own business, but I haven't found the right man for it yet. I would like to get a man like A. J. Cartwright. Cartwright now deceased was formerly Sumner's agent."

The plaintiff then attempted to secure an admission from the witness, to a consideration for making the trust deed, the question being asked as to whether the consideration was not the dismissal of the old suit, wherein Judge Perry had declared him incapable of managing his own affairs. Sumner replied that he had forgotten that, it was too long ago.

With this the plaintiff in the case rested and Davis then renewed his motion to strike the name of the Ellises from the records. He contended that the issue was entirely between Sumner and the Bishop and that the Ellises had no right to interfere. "A trustee should be discharged and a new one appointed," said Davis.

"Do you consent to this?"

"Yes, a man that gives a check for \$48,025 and allows himself to come under the influence of a man like Crandall, and whose property is always involved in litigation, needs a trustee. But neither Maria or the Ellises have any business interfering or meddling in this case. Now as to my fee, I have a contract with Sumner, as to that, but I am willing to waive that contract and let the court fix it."

"Haven't the counsel already received enough?" mildly suggested the court.

"Not at all," replied Davis. "Mrs. Davis got \$15,000 and she gave \$5,000 to her attorney, and I gave half of it to Magoon. When I learned that Sumner was to sell this property for \$100,000 I got out an injunction and prevented that sale and I raised the Oahu Railway to \$110,000. John K. Sumner agreed to give \$25,000 to each of the Ellises and

I saved him from that, so he gave Mrs. Davis who was poor and homeless her share.

"Is that why you brought the proceeding?" asked Humphreys.

"Never you mind," shouted Davis angrily advancing with clenched fist upon his brother attorney, "that is none of your business. I don't have to answer to you. You might control some people but you can't control me." Davis subsided when admonished by the court.

Humphreys replied to Davis contending that the deed and will were inseparable and that the Ellises were heirs to the old man's property and consequently interested in its disposition. He contended also that the deed was irrevocable, there being no specific power given in the document.

Magoon replied, though stating that he questioned the advisability of Davis's motion during the course of the trial. He contended however that the proof of the plaintiff had not been sufficient, and that the suit should be dismissed.

Davis afterwards renewed his motion and made another that the \$48,025 be paid immediately to Sumner, there being nothing to show that this was part of the trust. He argued that the \$110,000 had been paid to the trustee and by him turned over to Sumner, and was therefore no longer subject to the provisions of the trust deed.

Davis directed most of his argument to Humphreys, saying he wanted to keep Humphreys and his clients, who had already enjoyed \$30,000 of the trust and \$5,000 attorney's fees, from getting any of the \$48,000. He contended also that to be entitled to equity the Ellises must do equity, and they had no right to come into court until they had paid back into the trust the \$30,000 given them.

"Suppose the court holds that the trust ceased to exist, how can the court have power to appoint another trustee unless by consent?" asked Judge De Bolt.

"I understand now, that Sumner doesn't want any trustee, simply wants to get his \$48,000 and get out of the country to Tahiti."

Albert Raas, cashier of the Oahu Railway, was then called to the stand by consent of all parties, as he wished to give his testimony and then leave. He produced in court the deed to the reef property and the checks for \$110,000 given in payment for it. There were three checks all made out to Gulstan F. Roper as trustee of the following amounts, \$94,525, \$9,925, and \$5,000. To make up the \$110,000 was a check for \$550 to B. F. Dillingham which was the amount of the stamps required upon the deed, and which Sumner paid. Both checks and deed were left with the court. There was no cross-examination of this witness, he having been put on the stand by Humphreys.

It was at this point that Humphreys made the suggestion that the deed of the Oahu Railway was questionable, as no power was given to the trustee to sell the property.

Judge De Bolt overruled the motion of Davis to strike out the names of the Ellises and gave no decision as to the disposition of the \$48,000. He said his decision was not final, but he wished to hear evidence. The court stated also that he was forcibly impressed with the weight of the argument to the effect that the trust had been terminated, and would throw out this intimation for what it was worth. He stated further that he believed Sumner was entitled to his money, but said he was still open to conviction to the contrary. The ruling upon none of the points was made final, but there was strong sentiment running through all of the day's proceedings, that Judge De Bolt intended to return Sumner's property.

Following the ruling Wylie Davis was put on the stand by Magoon. His testimony was to a conversation he had had with Mrs. Buffandeau to the effect that she and her brothers were to relinquish all claims upon the estate in consideration of the payment of \$10,000 each. This seems the chief point of contention. Sumner claims that he has settled with his nephews by the payment of his money, and now should be allowed his liberty. The trial of the case will be resumed this morning.

Special articles by the most popular Honolulu writers will be features of the Sunday Advertiser.

### WILLIAM M'KINLEY LODGE NO. 8, K. OF P.

THERE WILL BE A REGULAR convention of the above named Lodge Saturday evening, January 3d, in Har onv Hall, at 7:30.

### INSTALLATION OF OFFICERS.

Members of Oahu No. 1 and Mystic No. 2 and all sojourning brothers are invited to attend.

B. S. GREGORY,  
K. of R. & S.

### SPECIAL NOTICE TO STOCK-HOLDERS.

Inter-Island Telegraph Co., Ltd.

By order of the Board of Directors, all assessable stock in this company on which the assessments remain unpaid on February 1, 1903, will be advertised and sold at public auction.

CLINTON J. HUTCHINS,  
Treasurer.

### MEETING NOTICE.

THE ANNUAL MEETING OF stockholders of the Kona Bottling Works Co., Ltd., will be held at the office of the Company, Hualaloa, Hawaii, Tuesday, January 13th, 1903.

L. S. AUNGST,  
Secretary.

### LOST CERTIFICATES.

NOTICE IS HEREBY GIVEN, THAT Certificates Nos. 1155 and 2295 for five shares, each, of the Oahu Sugar Company, Limited, in the name of Chas. Grozier have been lost and transfer has been stopped.

This stock is transferable only on the books of the Company.

Finder will please deliver to F. KLAMP,  
Secretary, Oahu Sugar Company, Ltd.  
6363.

## JAS. F. MORGAN, Auctioneer and Broker

65 QUEEN STREET.

P. O. Box 594. Telephone 72

## For Rent

Premises of MRS. S. W. LEDERER, 782 Kinau Street. Three large bedrooms, parlor, dining room, pantry, kitchen and bath. Large yard. Stables and servants' quarters.

Good drainage. On high side of street.

JAS. F. MORGAN,

65 Queen Street.

## For Sale.

One "Palace" Organ, manufactured by Loring and Blake Organ Co. of Worcester, Mass. Double manual, pedal bass, blow and foot pedal.

A splendid instrument, in good condition. Instrument cost over \$900.

Will be sold at a bargain.

Can be seen at my office, 65 Queen street.

JAS. F. MORGAN.

## FOR RENT

Two cottages on Waikiki Beach Road. Six bedrooms each. Rent \$20 each. Includes water rates.

JAS. F. MORGAN,

65 Queen St.

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